EXHIBIT 11

Google AdWords

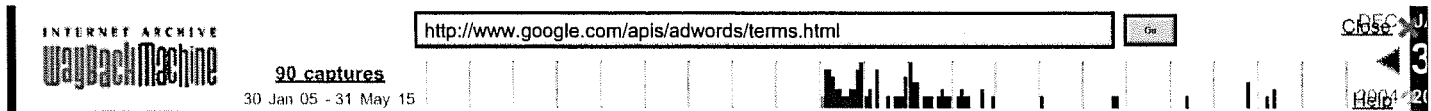**⊘AdWords API beta**

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Terms & Conditions

This is a legal agreement between you and Google. By accepting these terms, you are representing that you have the authority to bind the party being issued a Developer Token for this AdWords API (you and that party collectively referred to as "you"). In exchange for use of and access to the proprietary AdWords API and its specifications you agree to be bound by the terms of these AdWords API terms and conditions (the "**AdWords API Agreement**"). The AdWords APIs are a feature of the Google AdWords program and any account management using the AdWords API is also governed by the AdWords terms and conditions between you and Google (your "**AdWords Terms**"). "Google" in this Agreement means the Google entity with which you have entered into your AdWords Terms (either Google Inc. or Google Ireland Limited) and its affiliates.

The AdWords API and the AdWords Specifications are, as applicable, the intellectual property and proprietary information of Google. Your right to use, copy and to retain your copy of the AdWords API and the AdWords API Specifications is contingent on your full compliance with this AdWords API Agreement. If you violate all or part of this AdWords API Agreement, your access to the AdWords API may be suspended or terminated without notice. If you decide to terminate your agreement to all or part of this AdWords API Agreement, you must cease all use of the AdWords API and destroy any copies of the AdWords API Specifications, and if requested by Google, certify to Google such destruction.

I. Definitions

Using the "**AdWords API**" means: (A) the use of the mark-up language described in the AdWords API Specifications to (i) access Google servers through the AdWords API, (ii) send information to AdWords accounts using an AdWords API Client, or (iii) receive information from Google in response to AdWords API calls; and/or (B) distributing or developing an AdWords API Client.

For the purpose of this AdWords API Agreement, an "**account owner**" means the owner of record of an account or a party who the owner of record has expressly authorized to access and manage that account.

"**AdWords API Client**" means any software that can access or communicate with Google's servers using the AdWords API Specifications.

"**AdWords API Data**" means any data or content obtained from Google using the AdWords API.

"**AdWords API Specifications**" means all information and documentation Google provides specifying or concerning the AdWords API specifications and protocols and any Google-supplied implementations or methods of use of the AdWords API.

"**Internal-Use Only AdWords API Client**" means a Custom AdWords API Client developed only for one party who will be the sole user and owner of the client (the "**Developer**"). Internal-Use Only AdWords API Clients may not be distributed and will cease to be an Internal-Use Only AdWords API Client if any or all rights in the client are transferred to, or all or a part of the client is used, by a party other than the Developer (except during development and testing in a non-live environment) or an agent of the Developer acting on Developer's behalf and using the client solely for the Developer. "**Custom**" for the purpose of this definition means that all copyright rights (including license rights) in the source and object code of the Internal-Use Only AdWords API Client (except for standard software APIs, modules, functions and libraries useful for creating or running software applications not related to Google) are owned solely by the Developer.

"**Third Party**" means a party other than Google or you (including without limitation any database, software or service owned by or under the control of a party other than Google

or you).

II. AdWords API Use

1) <u>Permission to Use</u>. You may use the AdWords API to access Google only in accordance with the terms and conditions of this AdWords API Agreement and only with your own Developer Token.

2) <u>Non-Compliant AdWords API Clients</u>. You shall not use your Developer Token to access the AdWords API using an AdWords API Client that violates this AdWords API Agreement.

3) <u>AdWords API Data</u>.

◆◆◆ a) <u>Transfer of AdWords API Data</u>. You shall not sell, redistribute, sublicense or otherwise disclose or transfer to any Third Party all or any portion of the AdWords API Data (except that you may disclose the AdWords API Data from a particular account to the owner of that account if you are not the owner). The above sentence does not restrict the automated use or disclosure of AdWords API Data by an AdWords API Client that is in full compliance with this AdWords API Agreement.

◆◆◆ b) <u>API Materials</u>. You shall not disclose all or part of any AdWords API Specification or your Developer Token to any Third Party except your agents using such information solely on your behalf, solely in accordance with this AdWords API Agreement and under a written duty of confidentiality no less strict than this AdWords API Agreement. You take responsibility for any and all use and disclosure of AdWords API Specifications and your Developer Token obtained through you.

◆◆◆ c) <u>Security</u>. You shall use all reasonable efforts to keep all AdWords API Data, your Developer Token and AdWords API Specifications in a secure environment at all times according to the highest security standards. All data transfer using the AdWords API must be secured using at least 128 Bit SSL encryption.

◆◆◆ d) <u>Data Collection</u>. You shall not use any automated means other than the AdWords API (for example scraping and robots) to access, query or otherwise collect Google-related information from Google, the AdWords Program or any website owned or operated by Google or a Google partner site that displays Google advertising (collectively "Google Scraping").

◆◆◆ 4) <u>No Guaranteed Access</u>. Google may suspend or terminate your access to the AdWords API for any or no reason and will bear no liability for such decision. It is solely your responsibility at all times to backup your data and to be prepared to conduct your account without access to the AdWords API. GOOGLE DOES NOT REPRESENT OR WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE ADWORDS API WILL BE AVAILABLE WITHOUT INTERRUPTION.

◆◆◆ 5) <u>Google Monitoring</u>. You acknowledge that Google may monitor any AdWords API activity for the purpose of ensuring quality, improving Google products and services and compliance with these terms. You shall not try to interfere with such monitoring or otherwise obscure from Google your AdWords API activity. Google may use any technical means to overcome such interference.

III. AdWords API Client Development and Distribution

1) <u>Permission to Use</u>. You may use the AdWords API and AdWords API Specifications to develop and distribute an AdWords API Client only in accordance with the terms and conditions of this AdWords API Agreement.

2) <u>Non-Compliant AdWords API Clients</u>. Any AdWords API Client (and its development and distribution) must comply with this AdWords API Agreement.

◆◆◆ a) <u>Developer Token Domain</u>.

◆◆◆◆◆◆ i) Subject to the exceptions in the below subsections (ii)-(iv), an AdWords API Client must not enable or allow any party to access or use: (a) the account,

passwords, AdWords API Data or Developer Tokens or any other information of another party; (b) any data obtained through Google Scraping; or (c) any AdWords API Specifications.

◆◆◆◆◆◆ ii) AdWords API Clients may disclose AdWords API Data of an account to the account owner.

◆◆◆◆◆◆ iii) AdWords API Clients may use for the then-current user (but not disclose in raw form) AdWords API Data collected using the then-current user's Developer Token.

◆◆◆◆◆◆ iv) AdWords API Clients may transfer the AdWords API Data they collect to a database exclusively accessible, owned and controlled by the party who owns the Developer Token with which that data was obtained. Such databases may only be accessed by AdWords API Clients in conformance with this agreement or intermediary tools whose sole purpose is to analyze or supply data to an AdWords API Client in conformance with this AdWords API Agreement. Such databases must be fully secure at all times.

◆◆◆ b) Aggregate Information. Notwithstanding anything to the contrary in this AdWords API Agreement, AdWords API Clients may only use or transfer AdWords API Data as expressly allowed in Section III of this API Agreement and, except in the case of a disclosure of account information to that account owner, only if all the data is in aggregate form that cannot be correlated to specific users or accounts.

◆◆◆ c) Personally Identifiable Information. The AdWords API Client must not collect personally identifiable information of any party unless it first informs the user about the types of information being collected and how that information may be used and then obtains the user's express permission.

◆◆◆ d) Co-Mingling. The AdWords API Client must not co-mingle or associate any AdWords API Data or AdWords API input fields with the content of third parties. All AdWords API Data must be displayed in the AdWords API Client so that it is visually separate from any non-Google content. This Section III(2)(d) does not apply to Internal-Use Only AdWords API Clients.

◆◆◆ e) Delayed Data. The AdWords API Client shall prominently disclose in the AdWords API Client the extent to which any displayed information is on delay.

◆◆◆ f) Most Current API.◆ All AdWords API Clients must only use a version of the AdWords API that was the most current version of the AdWords API within the 3 months preceding use (a "Current AdWords API Version").◆ Any less-current AdWords API Clients must be updated and must not be used, distributed, supported or maintained.◆◆◆

◆◆◆ g) Full Functionality. All AdWords API Clients must expose at least as much campaign management functionality as is available in the AdWords API and the standard AdWords Web-based user interface of any version of AdWords during the 3 months preceding use for the functions being affected by the AdWords API Client (which must include, without limitation, giving the end-user the ability to make calls to all parameters made available by the AdWords API Specifications for that particular functionality). For example, if a particular AdWords API Client enables bid-management, all aspects of AdWords bid management and all API calls related to AdWords bidding must be enabled by that client. This Section III(2)(g) does not apply to Internal-Use Only AdWords API Clients.

◆◆◆ h) Security. Each AdWords API Client must have adequate protections in order to keep secure and prevent the interception of all AdWords API Data, Developer Tokens and AdWords API Specifications. All such information must be kept in a secure environment at all times according to the highest security standards. All AdWords API Clients must transmit data with a protocol at least as secure as 128 Bit SSL encryption.

◆◆◆ i) Data Collection. The AdWords API Client must not enable Google Scraping.

◆◆◆ j) Compliance with Law. The AdWords API Client must comply with all applicable government laws, rules and regulations and any third party's rights and must not operate in a manner that is, or that a user of the AdWords API Client would reasonably consider, deceptive, unethical, false or misleading.

◆◆◆ k) Duty not to Interfere. The AdWords API Client must not interfere or attempt to interfere in any manner with the proper working of the AdWords API. Each AdWords API Client must pass a consistent and accurate identification of itself to Google in the "user-agent" header or similar field as outlined in the AdWords API Specification.

◆◆◆ l) Google Monitoring. The AdWords API Client must not, and must not attempt to, interfere with Google monitoring of AdWords API activity or otherwise obscure from Google AdWords API activity. Google may use any technical means to overcome such interference, including without limitation suspending or terminating access of the AdWords API Client.

3) API Client Branding.

◆◆◆ a) Logo Requirement. Each screen of an AdWords API Client that displays AdWords API Data or otherwise facilitates account management through the AdWords API must somewhere above the fold on that screen indicate that such management or data is for Google AdWords and such screen must display the logo available at https://adwords.google.com/select/images/google_small.gif (the "AdWords Logo") but only in compliance with this AdWords API Agreement and the FAQ on API Logo use at https://adwords.google.com/select/images/google_small.gif. This Section III(3)(a) is not required for Internal-Use Only AdWords API Clients

◆◆◆ b) Trademark License. Subject to the terms and conditions of this AdWords API Agreement Google grants you a non-exclusive worldwide license to display the AdWords Logo as set forth in Section III(3)(a) and only in an AdWords API Client that complies with the terms of this AdWords API Agreement.

◆◆◆ c) Logo Co-mingling. You shall not display an AdWords Logo on any screen that contains: (i) a logo or trademark of a Third Party, or (ii) data or information of a Third Party (other than the then-current user of the AdWords API Client) or otherwise not related to the Google AdWords API. Section III(3)(c)(ii) does not apply to Internal-Use Only AdWords API Clients, but such clients may not display non-Google data in a manner that would lead a person to reasonably attribute such data to Google.

◆◆◆ d) Brand Feature Rules. Except as expressly set forth above, this AdWords API Agreement does not grant you any rights to Google Brand Features (defined below). Google may withdraw any license to any Google Brand Features at any time for any or no reason. You shall not alter Brand Features in any way at any time (for example, changing color or size) without Google's prior written permission. You shall not display Brand Features on, or associate Brand Features with, any adult or illegal content. Goodwill in the Brand Features will inure only to Google's benefit and you obtain no rights with respect to any of them. You irrevocably assign and must assign to Google any right, title and interest that you obtain in any of Google's Brand Features. You must not at any time challenge or assist others to challenge Brand Features or their registration (except to the extent you can't give up that right by law) or attempt to register any trademarks, marks or trade names confusingly similar to Google's. "Brand Features" means the trade names, trademarks, service marks, logos, domain names and other distinctive brand features of Google, including without limitation the AdWords Logos. This paragraph survives any termination or expiration of this agreement.

IV. The AdWords APIs in General

1) No Continuous Standard. Google may suspend or terminate your access to the AdWords API, or change any or all of the AdWords API, protocols or methods of access to the AdWords API or the AdWords API Specifications for any or no reason and is not liable to you for such decision.

2) Client Software Principles. Your development and distribution of any software application that accesses Google, including without limitation your development or

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distribution of any AdWords API Client, must at all times comply with the software principles set forth at http://www.google.com/corporate/software_principles.html.

3) Compliance with Law and Policies. You are responsible for complying with all applicable government laws, rules and regulations, all third party rights and all Google policies. You shall not use the AdWords API in a manner that violates such laws, rules and regulations, third parties' rights or any Google policies or in a manner that is deceptive, unethical, false or misleading.

4) Duty not to Interfere. You shall not interfere or attempt to interfere in any manner with the proper working of the AdWords API.

5) Usage and Quotas. Google may, in its sole discretion, set a quota of operations on your AdWords API usage based on, among other things, the AdWords spend history of the accounts under management by your Developer Token. You shall not attempt to exceed automated use-quota restrictions. You shall not attempt to aggregate your use or representation of AdWords accounts primarily for the purpose of manipulating your AdWords API use-quotas.

6) Billing. Google may, in the future and in its sole discretion, charge fees for types or quantities of AdWords API services. Service fee rates will be posted in the AdWords API FAQ at http://www.google.com/support/adwordsapi, and may change in Google's sole discretion at any time. You are responsible for AdWords API service fees based on service fee rates for which you have had at least 30 days notice (acceptable notice for fee changes includes without limitation posting a notice to your AdWords account or emailing the address of your AdWords or Developer Token account). You shall pay any fees and charges for Google's provision of AdWords API services as described in the AdWords API FAQ at http://www.google.com/support/adwordsapi on the same terms set forth in your AdWords Terms for the account under which you acquired your Developer Token. Charges are exclusive of taxes and you are responsible for any taxes or government charges. All AdWords API charges will appear in the invoice for the account under which you acquired your Developer Token on a single aggregated line item. Notwithstanding anything to the contrary in your AdWords Terms, this charge is to you, not your customers, and you are fully responsible for any such charges you accrue whether you have collected fees from customers or not.

7) No Implied Rights. Other than expressly granted herein, this AdWords API Agreement does not grant either party any intellectual property or other propriety rights. You hereby release and covenant not to sue Google and its corporate affiliates and any of their licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments, and claims (a) pertaining to any intellectual property you develop that is based on, uses, or relates to the AdWords API; and (b) which otherwise may arise in connection with your use of, reliance on, or reference to the AdWords API. As between you and Google, Google and its applicable licensors retain all intellectual property rights (including all patent, trademark, copyright, and other proprietary rights) in and to the AdWords API Specifications, all Google websites and all Google services and any derivative works created thereof. All license rights granted herein are not sublicenseable, transferable or assignable unless otherwise stated herein.

8) Non-exclusive. This AdWords API Agreement is a non-exclusive agreement. You acknowledge that Google may be developing and may develop products or services that may compete with this AdWords API, AdWords API Clients or any other products or services.

9) Third Party Opt Out. You must, at all times, provide to any customers for whose accounts you are accessing through the AdWords API the ability to easily and quickly (no longer than 3 business days after customer notice to you) disassociate their AdWords campaigns from your services and Developer Tokens and regain exclusive control of their AdWords accounts.

10) Indemnification. You shall indemnify, defend and hold Google, its agents, affiliates, and licensors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any claim, action or proceeding (any and all of which are **"Claims"**)

arising out of or related to any act or omission by you in using the Google AdWords API, or relating to the development, operation, maintenance, use and contents of an AdWords API Client, including but not limited to any infringement of any third-party proprietary rights. At Google's option, you shall assume control of the defense and settlement of any Claim subject to indemnification by you (provided that, in such event, Google may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, you shall not settle any such Claim without Google's prior written consent).

11) Termination. Any licenses contained in this AdWords API Agreement will terminate automatically without notice if you fail to comply with any provision of this AdWords API Agreement. Google reserves the right to terminate this Agreement or discontinue the AdWords API or any portion or feature thereof for any or no reason and at any time without liability to you. Upon any termination or notice of any discontinuance, you must immediately stop and thereafter desist from using the AdWords API or distributing or developing AdWords API Clients and delete all AdWords API Specifications in your possession or control (including without limitation from your AdWords API Client and your servers). The provisions of Sections I, II 2, 3 (b)-(d), 4 and 5, III 2, 3(a), (c) and (d) and IV will survive any termination of this AdWords API Agreement and will continue to bind you in accordance with their terms.

12) Modification. Google may modify any of the terms and conditions contained in this API Agreement, at any time and in its sole discretion, by posting a change notice to your account, changing the agreement linked from the AdWords FAQ, emailing the email address of your AdWords account or Developer Token account or otherwise notifying you. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THE ADWORDS API, CONTINUED POSSESSION OF A COPY OF THE ADWORDS API SPECIFICATIONS OR CONTINUED DEVELOPMENT OR DISTRIBUTION OF AN ADWORDS API CLIENT FOLLOWING POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

13) Disclaimer and Limitation of Liability. GOOGLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. GOOGLE SHALL HAVE NO DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER LIABILITY WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, UNDER THIS ADWORDS API AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN THE EVENT THAT THE ABOVE IS NOT ENFORCEABLE, GOOGLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO AMOUNTS PAID OR PAYABLE TO GOOGLE BY YOU FOR THE ADWORDS API SERVICES IN THE MONTH PRECEDING THE CLAIM.

14) Miscellaneous. The AdWords API Agreement must be construed as if both parties jointly wrote it, governed by California law except for its conflicts of laws principles and adjudicated in Santa Clara County, California. The AdWords API Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any conflicting or additional terms contained in additional documents or oral discussion are void. You may grant approvals, permissions and consents to Google by email, but any modifications by you to this AdWords API Agreement must be made in a writing (not including email) executed by both parties. Any notices to Google must be sent to our corporate headquarters address as set forth on our website via first class or air mail or overnight courier, and is deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. Unenforceable provisions will be modified to reflect the parties' intention, and remaining provisions of the AdWords API Agreement will remain in full effect. Customer may not assign any of its rights hereunder and any such attempt is void. You and are not legal partners or agents, but are independent contractors.

January 25th, 2005